



County of Los Angeles CHIEF EXECUTIVE OFFICE

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WILLIAM T FUJIOKA
Chief Executive Officer

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

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Fourth District

MICHAEL D. ANTONOVICH
Fifth District

November 13, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**DEPARTMENT OF HEALTH SERVICES: APPROVAL OF
AMENDMENT NO. 5 TO AGREEMENT NO. H-700134 WITH
OLIVE VIEW-UCLA EDUCATION & RESEARCH INSTITUTE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Director of the Department of Health Services, or his designee, to sign Amendment No. 5 to Genetic Counseling Services Agreement No. H-700134, with Olive View-UCLA Education & Research Institute (ERI), for the continued provision of genetic counseling services at Olive View-UCLA Medical Center (OVMC), on a month-to-month basis, effective January 1, 2008 through December 31, 2008 or until the Genetic Counselor position is recruited and filled, whichever occurs first, at an annual cost of \$51,600.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

In approving the recommended action, the Board is authorizing the Director of the Department of Health Services (DHS or Department) to sign Amendment No. 5 with ERI, substantially similar to Exhibit I, to continue genetic counseling services for the Prenatal Diagnosis Program and Post-Partum Clinic at OVMC while the Department completes the final steps necessary to fill the genetic counselor position.

FISCAL IMPACT/FINANCING

The total cost for Amendment No. 5 to Agreement H-700134 for genetic counseling services provided at OVMC, for the period of January 1, 2008 through December 31, 2008, is \$51,600 or \$4,300 monthly.

Funding is included in the DHS Fiscal Year (FY) 2007-08 Final Budget, and will be requested in FY 2008-09, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 17, 2003, the Board approved delegated authority to the Director of Health Services, or his designee, to execute, upon County Counsel review and approval, various service agreements, under the same terms and conditions as previously provided for under then existing purchase orders. Under this Board action, a Genetic Counseling Services Agreement with ERI was approved for the period of July 1, 2003 through December 31, 2003, for a maximum obligation of \$9,000.

Subsequently, the Board approved Amendment Nos. 1 through 3 that provided for updating the Agreement provisions, increasing the maximum obligation, extending the Agreement term from January 1, 2004 through June 30, 2006, and upon mutual written consent, to further extend the Agreement through December 31, 2006.

On December 5, 2006, the Board approved Amendment No. 4 that provided for replacing the "Professional Liability Insurance" language with "County Professional Liability Indemnification" language, increased the maximum obligation and extended the term through December 31, 2007, to allow time for the completion of the class specification for a genetics counselor and ensure the continued provision of genetic counseling services.

Since the last Board approval in December 2006, there has been substantial progress in the process of obtaining a County class specification for a genetic counselor. In January 2007, OVMC was notified by the Department of Human Resources that the class specification was approved. Thereafter, a request was made to add the genetic counselor item to OVMC's FY 2007-08 Budget. In June 2007 the item was included in the FY 2007-08 Board Adopted Budget for DHS. However, there are several more steps to be completed in order to fill the position, including the release of a bulletin, promulgating a certification list, recruitment and selection.

Amendment No. 5 will allow time for completion of the final steps needed to fill the genetic counselor position and ensure the continued provision of genetic counseling services, on a month-to-month basis, for the period of January 1, 2008 through December 31, 2008, or until the Genetic Counselor position is recruited and filled, whichever occurs first. Once the position has been filled, this Agreement will be terminated.

The Agreement may be terminated for convenience upon a 10-days advance written notice by either party.

Attachment A provides additional information.

County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

It is not appropriate to advertise amendment contract actions on the Los Angeles County Online Website.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of Amendment No. 5 to Agreement H-700134 with ERI will ensure that genetic counseling services continue uninterrupted at OVMC.

CONCLUSION

Upon approval of the recommendation, please forward an adopted, stamped copy of the Board letter to DHS.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:SAS
DRJ:DH:bjs

Attachments (2)

c: County Counsel
Director and Chief Medical Officer, Department of Health Services

SUMMARY OF AMENDMENT

1. TYPE OF SERVICE:

Genetic counseling, prenatal diagnosis and educational services provided at Olive View-UCLA Medical Center (OVMC) to the under served populations.

2. AGENCY ADDRESSES AND CONTACT PERSON:

Denise Tritt, Business Manager
Olive View-UCLA Education & Research Institute
14445 Olive View Drive
Sylmar, California 91342
Telephone: (818) 364-3434
Facsimile: (818) 364-3465

3. TERM:

January 1, 2008 through December 31, 2008, on a month-to month basis, or until the genetic counselor position is recruited and filled, whichever occurs first.

4. FINANCIAL INFORMATION:

The total cost for Amendment No. 5 to Agreement H-700134 for genetic counseling services provided at OVMC, for the period of January 1, 2008 through December 31, 2008, is \$51,600 or \$4,300 monthly.

Funding is included in OVMC's Fiscal Year (FY) 2007-08 Final Budget, and will be requested as a continuing appropriation in FY 2008-09, as necessary.

5. GEOGRAPHIC AREAS SERVED:

5th Supervisorial District.

6. ACCOUNTABILITY FOR PROGRAM MONITORING AND EVALUATION:

Gretchen McGinley, Interim Chief Executive Officer

7. APPROVALS:

OVMC:	Gretchen McGinley, Interim Chief Executive Officer
Contracts and Grants:	Cara O'Neill, Chief
County Counsel (as to form):	Allison Morse, Deputy

EXHIBIT I

Contract No. H-700134-5

GENETIC COUNSELING SERVICES AGREEMENT

AMENDMENT NO. 5

THIS AMENDMENT is made and entered into this _____ day
of _____, 2007,

by and between

COUNTY OF LOS ANGELES
(hereafter "County")

and

OLIVE VIEW-UCLA EDUCATION &
RESEARCH INSTITUTE
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "GENETIC COUNSELING SERVICES AGREEMENT", dated June 17, 2003, and further identified as County Agreement No. H-700134, and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend the Agreement to extend its term and make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective on January 1, 2008.

2. Effective January 1, 2008, all references to "Exhibit A-4" in the Agreement, shall hereafter be replaced by "Exhibit A-5", attached hereto and incorporated by reference.

3. Effective January 1, 2008, Schedule 6 shall be added to the Agreement, attached hereto and incorporated herein by reference.

4. Paragraph 1, TERM, of the Agreement shall be revised to read as follows:

"1. TERM: The term of this Agreement shall commence on July 1, 2003, and unless sooner canceled or terminated as provided herein, shall continue in full force and effect to midnight December 31, 2007. Thereafter, the Agreement will be automatically extended on a month-to-month basis effective January 1, 2008 through December 31, 2008.

In any event, this Agreement may be canceled or terminated at any time by either party, with or without cause, upon the giving of at least ten (10) calendar days' prior written notice to the other.

Notwithstanding any other provision of this Paragraph, the failure of Contractor or its officers, employees, agents, or subcontractors, to comply with any of the terms of this Agreement or any written directions by or on behalf of County issued pursuant hereto shall constitute a material breach hereto, and this Agreement may be terminated by County immediately. County's failure to exercise this right of termination shall not constitute a waiver of such right, which may be exercised at any subsequent time."

5. Agreement Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A, shall be revised to read as follows:

"2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the form as described in the body of this Agreement and Exhibit A-5, Scope of Work, attached hereto and incorporated herein by reference."

6. Agreement Paragraph 4, BILLING AND PAYMENT, Subparagraphs A and C, shall be revised to read as follows:

"4. BILLING AND PAYMENT:

A. County agrees to compensate Contractor in accordance with the payment structure set forth in Exhibit A-5, attached hereto and incorporated herein by reference.

C. Payment by County hereunder shall be made within thirty (30) days after receipt of a billing statement which is deemed to be complete and correct by DHS' Olive View Medical Center, and/or the County's Auditor-Controller, or his/her duly authorized representative in accordance with Exhibit A-5, Paragraph 4, PAYMENT, hereinbelow."

7. Subparagraph F, shall be added to Agreement Paragraph 5, MAXIMUM OBLIGATION OF COUNTY, as follows:

"F. Effective January 1, 2008 the monthly maximum obligation of County for all services provided hereunder shall not exceed Four Thousand, Three Hundred Dollars (\$4,300)."

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed in its

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Director of Health Services, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month and year first above written.

COUNTY OF LOS ANGELES

By _____
Bruce A. Chernof, M.D.
Director and Chief Medical Officer

OLIVE VIEW-UCLA EDUCATION &
RESEARCH INSTITUTE

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF COUNTY COUNSEL

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Health Services

By _____
Cara O'Neill, Chief
Contracts and Grants Division

09/10/08
Amend 700134-5 lvb

SCOPE OF WORK

GENETIC COUNSELING SERVICES AGREEMENT

1. CONTRACTOR PERSONNEL:

A. Contractor shall designate an administrator to lead and coordinate Contractors day-to-day provision of genetic counseling services hereunder. Upon request by Director, Contractors administrator shall be available at all reasonable times (Monday through Saturday, 8:00 a.m. to 5:00 p.m.) to explain the services it is providing to County hereunder; such explanation shall include, but not be limited to, providing oral presentations on behalf of the Director, and upon Director's request, providing written reports to each appropriate County facility receiving services herein.

Contractor shall notify County, in writing, of the name, telephone (e.g., cellular [cell phone]), pager, and facsimile/FAX number(s) of Contractor's designated day-to-day administrator within ten (10) calendar days prior to the effective date of this Agreement.

B. Contractor's administrator shall be responsible for determining daily work duties, staffing levels, scheduling, and staffing hours needed to properly provide genetic

counseling services hereunder, which shall be prepared in writing and submitted to the Director for approval, before any such services are provided. During the term of this Agreement, Contractor shall have available and shall provide upon request to authorized representatives of Director, the names of Contractor's staff (including any subcontractor staff) their titles, professional degrees (if any) salary history, and experience in providing services hereunder.

C. Contractor's administrator shall institute and maintain appropriate supervision of all persons providing services pursuant to this Agreement. Further, unless directed pursuant to this Agreement by Director to do otherwise, Contractor shall work independently on designated assignments in accordance with the Statement of Work duties contained hereunder.

D. Contractor assumes the sole responsibility for the timely completion of all activities assigned or to be performed hereunder.

2. COUNTY PERSONNEL: County does not anticipate assigning County personnel or employees to assist Contractor on a full-time or even a part-time basis regarding services to be provided by Contractor pursuant to this Agreement. However, County personnel will be made available to Contractor at the discretion of Director to provide necessary input and assistance in order to

answer questions and provide necessary liaisons between Contractor and County. In any event, County further will provide Contractor with an appropriate contact person at each work site location to be served under this Agreement.

3. SERVICES TO BE PROVIDED BY CONTRACTOR: Contractor shall provide genetic counseling services within the Schedule of Genetic Counseling Services Fees, attached hereto and incorporated herein by reference, for the performance of the following:

A. Contractor shall provide Genetic Counselor services for the Olive View-UCLA Prenatal Diagnosis Program.

Contractor shall provide Genetic Counselor(s) to:

- Provide genetic counseling to patients referred to the Olive View Prenatal Diagnosis Unit: obtain detailed pregnancy and family histories; review medical records; counsel patients regarding significance of genetic disorders, inheritance patterns, recurrence risks for birth defects and options for prenatal testing; counsel patients regarding abnormal results; prepare genetic counseling summary reports for clinicians;

- Supervise genetics clinic support staff and oversee daily activities of the clinic;

- Respond to genetic inquiries from within the hospital (NICU, inpatient GB, and inpatient/outpatient pediatrics) and the outlying health centers;

- Counsel patients and/or coordinate referrals to the Olive View-UCLA Pediatric Genetics Clinic and/or the UCLA Medical Genetics Clinic;

- Conduct weekly meetings with clinical staff to review and discuss cases;

- Maintain and update library of low literacy patient literature and educational materials;

- Lecture the medical community and lay public on genetic diseases, birth defects, prenatal diagnosis, genetic screening and indications for referral;

- Supervise clinical activities of other Genetic Counselors and genetic counselor interns; and,

- Serve as administrative assistant to medical director for Olive View/UCLA Prenatal Diagnosis AFP Program, including regular quality assurance, monitoring of delivery outcomes and handling of AFP reimbursement.

B. Contractor shall provide Genetic Counselor services for the Olive View Perinatal Loss and Post-Partum Clinic. Contractor shall provide Genetic Counselor to provide genetic counseling in select fetal loss cases: refer

patients to appropriate social service agencies and parent support groups, and prepare genetic counseling summary letters with recommendations for future pregnancies.

4. SERVICE DELIVERY SITE: Contractor shall provide services hereunder located at: Olive View-UCLA Medical Center, 14445 Olive View Drive, Sylmar, California 91342.

5. REPORTS: Contractor shall provide ad-hoc reports required by County as mutually agreed to.

6. HEALTH CLEARANCE: Prior to employment or service provision and annually thereafter, Contractor shall provide a written certification that each provider of services under this Agreement has a health examination in accordance with Title 22, California Code of Regulations requirements, is free of infectious disease(s) has been immunized against common communicable diseases, has received a chest x-ray and/or tuberculin skin test (Mantoux test) and is able to perform the assigned duties.

7. BLOODBORNE PATHOGENS: Contractor must read and sign a statement that she/he has read the Occupational Safety and Health Administration ("OSHA") Bloodborne Pathogens Information packet prior to providing services under this Agreement. Medical Director shall retain such statement in Contractor's credentialing files.

Failure to comply with the requirements of this Paragraph, as determined by a Medical Facility audit/compliance review, shall constitute a material breach of this Agreement upon which Director may immediately terminate this Agreement.

8. PAYMENT:

(1) Subject to the terms and conditions of this Agreement and upon receipt of a complete and correct billing statement, and upon approval by Director of the same, County shall reimburse Contractor for genetic counseling services on a month-to-month basis effective January 1, 2008, as described in Schedule 6.

In any event, reimbursement for genetic counseling services rendered in the performance of Contractor's services described in this Agreement shall be included within Contractor's bill. It is an all-inclusive rate.

(2) County shall pay for all services which County considers complete and correct. Payment for incorrect billings shall be included when resolved in the next payment cycle.

(3) Director shall evaluate all services and tasks performed by Contractor. If, in Director's sole discretion, a service/task is not satisfactorily performed, Director shall provide Contractor with a written assessment of the deficiencies. Contractor shall, within ten (10) working

days of receipt of Director's deficiency notification, remedy the identified deficiencies, at no additional cost to County. This approval process shall be repeated until Director deems all deficiencies have been remedied. Unless and until Contractor remedies all identified deficiencies, County shall not have any obligation to pay Contractor for the deficient work.

09/10/07
Amend 700134-5 lvb

SCHEDULE 6

Genetic Counseling Services
Olive View-UCLA ERI Genetic Counseling Services
Effective January 1, 2008

Maximum Monthly Obligation: \$4,300

Genetics Counselor III \$3,583.33
(Full-time, approx. 40 hours per week)

Indirect Costs \$ 716.67

\$4,300.00